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*Clark County School District, Pat Skorkowksy,  
Kristine Minnich, and Kody Bart*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

L.N., a minor, by and through her guardian C.A.,

Plaintiff,

CASE NO. 2:22-cv-00495-ART-VCF

vs.

CLARK COUNTY SCHOOL DISTRICT; PAT SKORKOWSKY, an individual; KRISTINE MINNICH, an individual; KODY BARTO, an individual; MICHAEL BANCO, an individual; DOES I-X inclusive, and ROE CORPORATIONS, I-X, inclusive.

### Defendants.

**STIPULATED  
CONFIDENTIALITY AGREEMENT  
AND  
[PROPOSED] PROTECTIVE ORDER**

PURSUANT TO THE STIPULATION contained herein between Plaintiff L.N., a minor, through her guardian C.A., by her attorneys of record of the law firm of SGRO & ROGER; and Defendants CLARK COUNTY SCHOOL DISTRICT (CCSD), PAT SKORKOWSKY, KRISTINE MINNICH, and KODY BARTO (hereinafter collectively the "CCSD Defendants"), by and through their attorneys of record of the law firm of OLSON CANNON GORMLEY & STOBERSKI:

1 THE COURT HEREBY FINDS AS FOLLOWS:

2 1. The term “Litigation” shall mean the above-captioned case, *L.N. v. CCSD, et al.*,  
3 Case No. 2:22-cv-00495-ART-VCF, in the United States District Court, District of Nevada.

4 2. The terms “Documents” or “Information” shall mean and include any documents  
5 (whether in hard copy or electronic form), records, correspondence, investigation reports,  
6 analyses, assessments, statements (financial or otherwise), responses to discovery, digital  
7 recordings, tangible articles or things, whether documentary or oral, and other information  
8 provided, served, disclosed, filed, or produced, whether voluntarily or through discovery or other  
9 means, in connection with this Litigation. A draft or non-identical copy is a separate document  
10 within the meaning of these terms.

11 3. The term “Party” (or “Parties”) shall mean one party (or all parties) in this  
12 Litigation, and their counsel. “Producing Party” shall mean any person or entity who provides  
13 serves, discloses, files, or produces any Documents or Information. “Receiving Party” shall mean  
14 any person or entity who receives any such Documents or Information.

15 4. Student records, pursuant to Family Educational Rights and Privacy Act  
16 (FERPA) 20 U.S.C. §1232g and 34 CFR Part 99, may contain information confidential to a  
17 student or the student’s parents and/or guardians. As a result, their disclosures must be limited  
18 to protect the privacy of student education records.

19 5. Personnel files of employees involved in an incident may be confidential and  
20 private in nature. As a result, their disclosure and use must be limited to protect the individual’s  
21 fundamental right to privacy guaranteed by the First, Third, Fourth, Fifth, and Ninth  
22 Amendments of the U.S. Constitution. *See, e.g., El Dorado Savings & Loan Assoc. v. Superior  
Court of Sacramento County*, 190 Cal. App. 3d 342 (1987).

24 6. Accordingly, the Parties agree that, in conjunction with discovery proceedings in  
25 this Litigation, the Parties may designate any Document, thing, material, testimony, or other  
26 Information derived therefrom as “CONFIDENTIAL Information” under the terms of this  
27 Confidentiality Agreement and Protective Order (“Order”) that shall not be provided or made  
28 available to third parties except as permitted by, and in accordance with, the provisions of this

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1 Order. "CONFIDENTIAL Information" includes any information contained in personnel files  
 2 of CCSD employees and/or Information that has not been made public and contains trade secret,  
 3 proprietary and/or sensitive business, health, or personal information.

4       7.     "CONFIDENTIAL Documents" shall be so designated by marking or stamping  
 5 each page of the Document produced to or received from a Party with the legend  
 6 "CONFIDENTIAL."

7       8.     Testimony taken at a deposition may be designated as CONFIDENTIAL by any  
 8 Party making a statement to that effect on the record at the deposition or in writing within ten  
 9 business days of receipt of the transcript. Arrangements shall be made with the court reporter  
 10 taking and transcribing such deposition to separately bind such portions of the transcript and  
 11 deposition exhibits containing Information designated as CONFIDENTIAL, and to label such  
 12 portions appropriately. Counsel for the Parties may also designate an entire deposition transcript  
 13 as CONFIDENTIAL at the time of the deposition or in writing within ten business days of receipt  
 14 of the transcript.

15       9.     CONFIDENTIAL Information shall be maintained in strict confidence by the  
 16 Parties who receive such Information, shall be used solely for the purposes of this Litigation,  
 17 and shall not be disclosed to any person except:

- 18       a.    The United States District Court, District of Nevada, or any other court to which  
 19            this matter may be transferred, as long as that document is filed under seal;
- 20       b.    In the event of an appeal, the Ninth Circuit Court of Appeals ("Appellate Court")  
 21            and the United States Supreme Court ("Supreme Court"), as long as that  
 22            document is filed under seal;
- 23       c.    The attorneys of record in this Litigation and their co-shareholders, co-directors,  
 24            partners, employees, and associates who are assisting in the Litigation;
- 25       d.    A Party, or an officer, director, or employee of a Party or of a Party's affiliate, as  
 26            long as any such person agrees to be bound by the terms and conditions of this  
 27            Agreement, however, no copies should be kept by an officer, director, or  
 28            employee of a Party or of a Party's affiliate;

e. Subject to the terms of Paragraph 15 below, experts or consultants and their staff, retained by the Parties and/or their Counsel in this Litigation for the purposes of this Litigation;

f. Any other person, only if the Receiving Party has given written notice to the Producing Party of an intent to disclose specified CONFIDENTIAL Information to said person, who shall be identified by name, address, phone number, and relationship, if any, to the Receiving Party, and the Producing Party has not provided a written objection to the disclosure within ten business days of delivery of the notification. In the event of an objection, no disclosure shall be made pending the resolution of the objection. Before any person may receive Documents or Information pursuant to this subparagraph, he or she must comply with the requirements of Paragraphs 14 and 15 below.

10. If a witness is providing or is provided CONFIDENTIAL Information during a deposition, counsel for the Producing Party may request that all persons other than the witness and persons entitled by this Order to have access to the CONFIDENTIAL Information leave the deposition room during that portion of the deposition other than the court reporter. Failure of any person to comply with such a request will constitute sufficient justification for the witness to refuse to answer the question, or for the Producing Party to demand that CONFIDENTIAL Information not be provided to the witness, pending resolution of the issue.

11. All designations of Information as CONFIDENTIAL by the Producing Party must be made in good faith.

12. A party may object to the designation of particular Information as CONFIDENTIAL by giving written notice to the party designating the dispute within thirty days of being provided the same. The written notice shall identify the Information to which the objection is made and shall specify the basis for the objection. If the parties cannot resolve the objection within ten business days after the time the notice is received, it shall be the obligation of the objecting party to file an appropriate motion requesting that the Court determine whether the disputed Information should be subject to the terms of this Protective Order. If such a motion

1 is filed within ten business days after the date the parties fail to resolve the objection, the disputed  
 2 Information shall be treated as CONFIDENTIAL under the terms of this Protective Order until  
 3 the Court rules on the motion. If the objecting party fails to file such a motion within the  
 4 prescribed time, the disputed Information shall retain its designation as CONFIDENTIAL and  
 5 shall thereafter be treated as CONFIDENTIAL in accordance with this Protective Order. In  
 6 connection with a motion filed under this provision, the party designating the Information as  
 7 CONFIDENTIAL shall bear the burden of establishing that good cause exists for the disputed  
 8 Information to be treated as CONFIDENTIAL.

9       13.     The inadvertent disclosure or production of any Information or Document that is  
 10 subject to a claim of Confidentiality or privilege, including on the basis of attorney-client, work  
 11 product and/or any other privileges, or that is otherwise CONFIDENTIAL and is disclosed  
 12 without being designated as CONFIDENTIAL, will not be deemed to waive a party's claim to  
 13 its privileged or protected nature or estop that party or the privilege holder from designating the  
 14 Information or Document as privileged and/or CONFIDENTIAL at a later date. Any party  
 15 receiving any such information or document shall return it upon request from the Producing  
 16 Party. Upon receiving such a request as to specific Information or Documents, the Receiving  
 17 Party shall return the Information or Documents to the Producing Party within five (5) business  
 18 days, or destroy the Information or Documents as directed by the Producing Party, regardless of  
 19 whether the Receiving Party agrees with the claim of privilege or confidentiality. Any party may  
 20 then contest the claim of privilege or confidentiality as further set forth in this Agreement.

21       14.     Any Information designated CONFIDENTIAL pursuant to this Order shall be  
 22 held in strict confidence by each person to whom it is disclosed; shall be used solely for the  
 23 purposes of this Litigation; and shall not be used for any other purpose, including, without  
 24 limitation, use in any other lawsuit, distribution to the media, and/or posting online. Documents  
 25 and Information previously produced by the parties may be designated "CONFIDENTIAL"  
 26 within thirty days after the date of this Order.

27       15.     With respect to outside experts or other persons pursuant to Paragraph 8(e), to  
 28 become an authorized expert or other person entitled to access to CONFIDENTIAL Information,

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1 the expert or other person must be provided with a copy of this Order and must sign a  
 2 Confidentiality Agreement and Acknowledgement Re: Obligations of this Protective Order,  
 3 (**Exhibit A** hereto) attesting that he/she has carefully and completely read, understands, and  
 4 agrees to be bound by this Order. The Party on whose behalf such a Confidentiality Agreement  
 5 and Acknowledgment is signed shall retain the original Confidentiality Agreement.

6 16. Notwithstanding any other provision herein, nothing shall prevent a Party from  
 7 revealing CONFIDENTIAL Information to a person who created or previously received, as an  
 8 addressee or by way of copy, such Information.

9 17. The inadvertent production of any Information or Document without it being  
 10 properly marked or otherwise designated shall not be deemed to waive any claim of  
 11 confidentiality with respect to such Information. If a Producing Party, through inadvertence,  
 12 produces any CONFIDENTIAL Information without marking or designating it as such in  
 13 accordance with the provisions of this Order, the Producing Party may, promptly on discovery,  
 14 furnish a substitute copy properly marked along with written notice to all Parties, or written  
 15 notice alone as to non-documentary Information, that such Information is deemed  
 16 CONFIDENTIAL and should be treated as such in accordance with the provisions of this Order.  
 17 Each receiving person must treat such Information as CONFIDENTIAL in accordance with the  
 18 notice from the date such notice is received. Disclosure of such CONFIDENTIAL Information  
 19 prior to the receipt of such notice shall not be deemed a violation of this Confidentiality  
 20 Agreement. A Receiving Party who has disclosed such CONFIDENTIAL Information prior to  
 21 the receipt of such notice shall take steps to cure such disclosure by requesting return of the  
 22 original document and substituting it with the properly marked one.

23 18. The terms of this Stipulated Protective Order apply, without limitation to all  
 24 Documents and Information exchanged between the parties in the course of this litigation,  
 25 whether or not such Documents and/or Information were exchanged prior to the entry of this  
 26 Order and/or were designated as "CONFIDENTIAL." This provision allows a party to designate  
 27 a previously produced Document as "CONFIDENTIAL" as set forth in paragraph 14 herein.  
 28

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1       19. A copy of this Order shall be shown to each attorney acting as counsel for a Party  
2 and to each person to whom CONFIDENTIAL Information will be disclosed.

3       20. Nothing in this Order shall be construed as an admission or agreement that any  
4 specific Information is or is not confidential, subject to discovery, relevant, or admissible in  
5 evidence in any future proceeding.

6       21. If a Party wishes to use CONFIDENTIAL Information at a public proceeding,  
7 such as a hearing before the Court or at trial, it shall notify the Court and the other Parties to this  
8 action of that fact at the time the hearing or trial commences, and the Court may then take  
9 whatever steps it may deem necessary to preserve the confidentiality of said Information during  
10 the course of, and after, the public proceeding.

11       22. This Order shall not be construed to prevent any Party from using or disclosing  
12 its own CONFIDENTIAL Information as it deems appropriate.

13       23. If either Party becomes required by law, regulation, or order of a court or  
14 governmental entity to disclose any CONFIDENTIAL Information that has been produced to it  
15 under the terms of this Order, such Party will reasonably notify the other Parties, in writing, so  
16 that the original Producing Party has an opportunity to prevent or restrict such disclosure. The  
17 Party required to disclose any CONFIDENTIAL Information shall use reasonable efforts to  
18 maintain the confidentiality of such CONFIDENTIAL Information and shall cooperate with the  
19 Party that originally produced the Information in its efforts to obtain a protective order or other  
20 protection limiting disclosure; however, the Party required to disclose the Information shall not  
21 be required to seek a protective order or other protection against disclosure in lieu of, or in the  
22 absence of, efforts by the Producing Party to do so.

23       24. This Order shall be without prejudice to the right of the parties (i) to bring before  
24 the Court at any time the question of whether any particular Document or Information is, in fact,  
25 CONFIDENTIAL or whether its use should be restricted in any manner whatsoever; or (ii) to  
26 present a motion to the Court for a separate protective order as to any particular Document or  
27 Information, including restrictions differing from those specified herein. This Order shall not be  
28 deemed to prejudice the parties in any way in any future application for modification of this Order.

1        25. This Order shall be without prejudice to any party to claim that a Document that a  
 2 party marked as containing CONFIDENTIAL Information is also protected by the attorney-client  
 3 privilege, work product doctrine, or any other privilege or limitation recognized under state or  
 4 federal law. Determinations of confidentiality and privilege are separate, and nothing in this Order  
 5 constitutes a waiver of privilege

6        26. Upon termination of this Litigation, either by settlement or other action, any Party,  
 7 its counsel, or other person that obtained CONFIDENTIAL Information through discovery shall,  
 8 upon request, return all such CONFIDENTIAL Information to the Producing Party or certify as  
 9 to its destruction. Counsel may retain CONFIDENTIAL Information solely for archival purposes.  
 10 The restrictions of this Protective Order shall apply to Counsel for as long as they hold such  
 11 archival Documents.

12        27. The obligation to treat all Information designated as CONFIDENTIAL in  
 13 accordance with the terms of this Order and not to disclose such CONFIDENTIAL Information  
 14 shall survive any settlement or other termination of this Litigation.

15        28. The Parties may seek modification of this Order by the Court at any time, by  
 16 stipulation or for good cause.

17        IT IS SO STIPULATED AND AGREED BY:

18        DATED this 6th day of June, 2022.

19        DATED this 6th day of June, 2022

20        SGRO & ROGER

21        OLSON CANNON GORMLEY & STOBERSKI

22        */s/ Alanna Bondy*

23        By:

24        ANTHONY P. SGRO, ESQ.  
 25        Nevada Bar No. 3811  
 26        ALANNA BONDY, ESQ.  
 27        Nevada Bar No. 14830  
 28        JAYME N. RICHARDSON, ESQ.  
 29        Nevada Bar No. 15802  
 30        SGRO & ROGER  
 31        720 S. 7<sup>th</sup> Street, Third Floor  
 32        Las Vegas, Nevada 89101  
 33        *Attorneys for Plaintiff*

22        */s/ Stephanie A. Barker*

23        By:

24        JAMES R. OLSON, ESQ.  
 25        Nevada Bar No. 116  
 26        WALTER R. CANNON, ESQ.  
 27        Nevada Bar No. 1505  
 28        STEPHANIE A. BARKER, ESQ.  
 29        Nevada Bar No. 3176  
 30        9950 West Cheyenne Avenue  
 31        Las Vegas, Nevada 89129  
 32        *Attorneys for the CCSD, Skorkowsky,  
 33        Minnich, and Barto*

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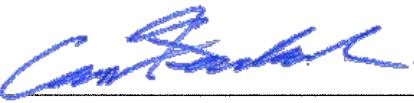
1 **ORDER**

2 Based upon the foregoing stipulation of the parties, and good cause appearing,

3 IT IS HEREBY ORDERED that the above Stipulated Confidentiality Agreement and  
4 Protective Order in the matter of *L.N. v. CCSD, et al.*, Case No. 2:22-cv-00495-ART-VCF, is  
5 entered and terms as set forth therein are hereby in effect.

6 IT IS SO ORDERED.

7 DATED this 6th day of June, 2022.

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9 

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 UNITED STATES MAGISTRATE JUDGE

1 EXHIBIT "A"  
2

3 UNITED STATES DISTRICT COURT  
4  
5 DISTRICT OF NEVADA

6 L.N., a minor, by and through her guardian C.A.,  
7

8 Plaintiff,

9 CASE NO. 2:22-cv-00495-ART-VCF

10 vs.

11 CLARK COUNTY SCHOOL DISTRICT;  
12 PAT SKORKOWSKY, an individual;  
13 KRISTINE MINNICH, an individual;  
14 KODY BARTO, an individual; MICHAEL  
15 BANCO, an individual; DOES I-X inclusive,  
16 and ROE CORPORATIONS, I-X, inclusive,

17 Defendants.

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CONFIDENTIALITY AGREEMENT  
AND ACKNOWLEDGEMENT RE:  
OBLIGATIONS PURSUANT TO  
PROTECTIVE ORDER

14 I have carefully and completely read the Stipulated Confidentiality Agreement and  
15 Protective Order in the above-captioned case, including but not limited to the admonishment that  
16 Documents and Information disclosed hereunder shall be held in strict confidence; shall be used  
17 solely for the purposes of this Litigation; and shall not be used for any other purpose, including,  
18 without limitation, use in any other lawsuit, distribution to the media, and/or posting online. I  
19 understand the terms of the Order, I agree to be fully bound by the terms of the Order, and I hereby  
20 submit to the jurisdiction of the United States District Court, District of Nevada for purposes of  
21 enforcement of the Order.

22 DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

23  
24 Signatory's Name, Business Affiliation,  
25 Business Address, and Business Phone Number:  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_

**Nan Langenderfer**

---

**From:** Alanna Bondy <abondy@sgroandroger.com>  
**Sent:** Friday, June 3, 2022 3:18 PM  
**To:** Stephanie Barker; Jayme Richardson  
**Cc:** Tony Sgro; Nan Langenderfer; Alexis Williams; Linda Roth  
**Subject:** Re: LN v. CCSD - Protective Orders

Good Afternoon Stephanie,

You have my permission to affix my e-signature on:

1. Stipulated Protocol and Protective Order Re Surveillance Duplication and Dissemination; and
2. Stipulated Confidentiality Agreement and [Proposed] Protective Order

Thank you,

**Alanna Bondy • ESQ.**  
abondy@sgroandroger.com

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**From:** Stephanie Barker <sbarker@ocgas.com>  
**Date:** Friday, June 3, 2022 at 9:01 AM  
**To:** Alanna Bondy <abondy@sgroandroger.com>, Jayme Richardson <jrichardson@sgroandroger.com>  
**Cc:** Tony Sgro <tsgro@sgroandroger.com>, Nan Langenderfer <nlangenderfer@ocgas.com>, Alexis Williams <awilliams@sgroandroger.com>, Linda Roth <lroth@ocgas.com>  
**Subject:** RE: LN v. CCSD - Protective Orders

Good morning Alanna:

I have reviewed and accepted your recommended changes to the Stipulated Protocol and Protective Order Re Surveillance Duplication and Dissemination, and noted that you had no recommended changes to the proposed Confidentiality Agreement. Both are attached. Please confirm that we have your authorization to submit both of the attached Stipulations with your electronic signature:

1. Stipulated Protocol and Protective Order Re Surveillance Duplication and Dissemination; and
2. Stipulated Confidentiality Agreement and [Proposed] Protective Order

Thank you.

**Stephanie A. Barker, Esq.**  
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